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PART VI.

PUBLIC ADVERTISEMENTS.

FOREST DEPARTMENT.

KOLAR DISTRICT.

Abstract Notification.

The attention of the public is invited to the advertisement in *Mysore Gazette*, pages 497 and 498, Part VI, dated 2nd August 1923, regarding the sale of fuel coupes, etc., of the Kolar District for 1923-24.

D. RAJA RAO,
District Forest Officer.

HASSAN DISTRICT.

Dated——*June* 1923.

It is hereby notified for the information of the public that the undermentioned two license books issued to one Ex-license Vendor H. Khaderalli of Hassan by the Manjarabad Range Forest Officer on 20th April 1910 and partly used by him are missing.

Fuel license book No. 4488 and Bamboo license book No. 2034.

N. B.—Out of the said two books Fuel Rs. 11-10-0, and Bamboos Re. 0-12-0 have been realised and remitted to treasury in May and August 1910.

Any person possessing any license or licenses bearing the said number or numbers or found using any of them will render himself liable to criminal prosecution.

Notification dated 6th August 1923.

It is hereby notified for the information of the public that the right to cut and remove only mature canes (Kenjari and Kamam bettas) in the below mentioned Ghat Forest of the Manjarabad Range will be sold by public auction by the District Forest Officer at Sakalespur on the 20th September 1923 for the year 1923-24. The sale will commence at 2 P.M., precisely and will be subject to the confirmation of the District Forest Officer or the Conservator of Forests as the case may be.

1. Bisle State Forest. 2. Kemphole. 3. Kajineri. 4. Kabbinak.

N. B.—The collection right of Nagabettas in Kabbinale State Forest will be sold separately.

1. Defaulters on account of previous leases will not be permitted to bid.

2. No person will be allowed to bid, unless he (1) produces a certificate from the Amildar of the taluk in which he resides in regard to his solvency and its extents or an exchange certificate as provided for in clause 3, and (2) deposits also with the officer holding the sale, a sum of Rs. 200 which must be in the form of cash or currency notes.

3 The highest bidder shall deliver his solvency certificate to the officer conducting the sale and get in exchange, if he so desires, a certificate signed by the latter which will be a sufficient authority for him to bid at auction sale in any one of the remaining divisions. This exchange certificate shall be delivered to the officer conducting the sale in case the party named therein happens to be the highest bidder, obtaining in lieu thereof, if he wishes, a fresh exchange certificate for his use. The exchange certificate will contain all the particulars found in the Amildar's certificate with the details of purchase made in the sales of other divisions as well as in the one in which the exchanging certificate is sought for. The deposits of unsuccessful bidders will be returned immediately after the sale.

4. The successful bidder shall, immediately after the close of the sale, credit into the Government Treasury one-quarter of the total sale amount including the deposit already made together with the Local Railway and other cesses, on the entire lease amount, at the rates prevailing in the district. In default, the deposit will be forfeited and the right resold. Such resale will be at the risk of the defaulting purchaser who will be liable to make good any loss that may result to Government by it, but will have no claim to any surplus accruing therefrom. Such losses shall be recoverable as arrear of land revenue.

5. If the sale is not confirmed by the authority concerned, all moneys paid will be refunded to the party.

6. Within fifteen days of the intimation of the confirmation of the sale, the successful bidder shall execute an agreement with one or more sureties to the satisfaction of the District Forest Officer on a stamped paper of proper value procured at his own cost and also furnish security deposit of Rs. 500 or ¼ of the sale amount whichever is less, for the due fulfilment of the conditions of the contract in the shape of Government Savings Bank Deposit. In default either to execute the agreement with the necessary sureties or to furnish the required security, or both, the contract will he cancelled and the right resold, the defaulter being liable for any deficit in the three-fourths of the original sale amount. He shall have no claim to any surplus accruing from such resale, but shall be liable for the loss arising therefrom which will be recovered as an arrear of land revenue under Section 79 of the Mysore Forest Regulation or any other law in force on the time being.

N. B.—The solvency and the respectability of the sureties should be proved to the satisfaction of the District Forest Officer and the sureties shall be held responsible for all payments to be made under the lease and for the due fulfilment of all the conditions of the contract.

NOTE.—A sample form of the agreement may be seen at the District Forest Office.

7. The sale amount shall be paid as follows:—

(i) One-fourth sale amount with full cesses at the time of the sale.

(ii) Three-fourths amount within 15 days the sale is confirmed (within 15 days).

In default to pay on the due date, the contract will be cancelled and the right resold, the defaulter will be liable for any deficit in the amount due to Government less the amount already paid. He shall have no claim on the surplus accruing from such resale, but shall be liable to the loss arising therefrom which shall be recovered as an arrear of land revenue under Section 79 of the Mysore Forest Regulation or any other law in force for the time being.

Further conditions to be entered in the agreement are:—

(*a*) The lessee, his maistries or servants shall not cut or injure any tender slumps on the plea of collecting the produce.

(*b*) The lessee shall furnish a list of sub-contractors, agents or maistries and servants who may be appointed by him for the collection of the produce.

(*c*) The lessee shall work out the lease himself and not transfer or sublet it to other without the previous sanction of the Conservator of Forests. If any sub-lessees are approved, such sub-lessees shall not further sublet it without previous sanction.

(*d*) The coolies employed by the lessee or sub-lessee must take permits from the Range Officers when they enter State Forest.

(*e*) The lessee or sub-lessee shall keep accounts showing the quantity of the produce collected and removed in accordance with the lease and permit the inspection of such accounts by any Forest Officer, of and above the rank of a Forest Guard having jurisdiction within the area referring to the lease and the Officers of the Revenue and Police Departments, of and above the rank of an Amildar or Police Inspector respectively.

(*f*) The lessee or sub-lessee shall render every month to the Range Forest Officer an account of the quantity of the produce collected and carted during the month.

(*g*) The lessee or sub-lessee shall provide printed licenses and passes in triplicate for the collection and for the export of the produce under his signature. In the latter case, each cart-load must be covered by a pass. These licenses and passes which will be in books shall be obtained from the Range Forest Officer and will have a seal of the District Forest Officer, impressed. The duplicate copies will be submitted to the Range Forest Officer on the day on which the license or pass is issued. When the books are completed, the counterfoils should be returned to the District Forest Officer through the Range Forest Officer and fresh supply obtained.

N. B.—Forest Forms 84 and 85 shall be used.

(*h*) The lessee or sub-lessee, his agents or maistries and servant shall be held responsible for any fires caused by negligence either by themselves or by their workmen and shall prevent the occurrence of fires in the forests in which they may be working and render prompt assistance in extinguishing such fires as may break out accidently. They will be liable also under the Forest Regulation, irrespective of any action that may be taken under the contract.

(*i*) The lessee or sub-lessee shall remove out of the limits of the taluk before the 30th June 1924, all the produce collected and stored under the terms of the lease.

(*j*) Neither the lessee nor sub-lessee nor his employees shall enter the State Forests either before sunrise or after sunset.

(*k*) No collection of the produce will be permitted in the State Forests during the fire season, *i.e.*, from the 15th February to end of April of each year.

(*l*) No damage will be caused to the trees on the under clumps while collecting the produce. Any such damage will be assessed by the Range Forest Officer, which will be approved by the District Forest Officer. The District Forest Officer's decision in the assessment of the damages will be final. The assessed damages will be recovered from the security deposit of the lessee.

(*m*) The lessee or sub-lessee shall hold himself responsible for the acts of his agents or servants in the business of collection and transport.

8. In the event of breach of any of these conditions, the lease will be cancelled or the security amount forfeited in whole or in part, or both these penalties will be enforced at the discretion of the District Forest Officer or the Conservator of Forests, as the case may be. In the case of mere forfeiture of the deposit amount in part or in full, the difference will be made good immediately by the contractor, and if not, the lease will be cancelled and resold at the risk of the original purchaser, who will be liable for any loss which will become recoverable as an arrear of land revenue, but shall not participate in any profits.

9. In the event of any quantity or kind of produce (canes) is required by the Department, the lessee shall not interfere with such collection by the Department for any purpose but such collection will not be made by the Department on a large scale except for Economic and Industrial purposes.

Notification dated 4th August 1923.

It is hereby notified that the right to cut and remove fuel in the coupes of the undermentioned State Forests and the sale of marked standing timber in Somanahalli Amrit Mahal Kaval in the Hassan District during the year 1923-24 will be sold by public auction by the District Forest Officer or some other Officers duly deputed by the District Forest Officer on the 10th September 1923 at Yelogunda Forest lodge. The sale will commence at 2 P.M., precisely and will be subject to the confirmation of the District Forest Officer or the Conservator of Forests as the case may be :—

Range or the Taluk	Name of the Forest or Kaval	Name of the working circle	Coupe No.	Area in acres	Probable quantity	Remarks
	Fuel.					
Hassan Taluk	Ramadevarahalli ..	Rayapura ..	21—22	60·	400 cts.	The quantity is only probable.
	Do ..	Do ..	22—23	60·	400 ,,	
	Soegodagudda ..	Buatenahalli ..	21—22	45·	450 ,,	
	Do ..	Do ..	22—23	45·	450 ,,	
	Do ..	Segodagudda ..	21—22	50·	500 ,,	
	Do ..	Do ..	22—23	50·	500 ,,	
	Aidahalla Amrit Mahal Kaval.	Namadakal ..	22—23	75·	600 ,,	
		Rangaswami ..	22—23	75·	500 ,,	
	Standing Timber :—					
	Somanahalli Amrit Mahal Kaval of Galgamo Hobli.	Description of Timber Matti, Hunal and Nerlu.	About 200 trees.			

N. B.—For further details as to the condition of sales etc., attention is invited to the notifications published in the *Mysore Gazette*, Part VI, pages 211 of 12th April 1923 in respect of fuel and pages 298—99 of 26th April 1923 as regards timber. The said notifications will be read out at the time of sale.

Notification dated 6th August 1923.

It is hereby notified for general information that the sales of timber and the grazing right will be held by the District Forest Officer, Hassan, as per details noted in the table given below at 2 P.M., every day:—

Name of Depot or Forest	Produce	Quantity	Place of sale	Date of sale	Remarks
		Hassan and Arsikere Ranges.			
Arsikere Depot ..	Teak poles ..	620 C. ft. ..	Arsikere Depot ..	24th August 1923	
Arsikere Taluk ..	Lease of Minor Forest Produce for 1923-24	....	Do ..		
		Grazing rights.			
Kodihalli ..	Grazing right for 1923-24	....	Arsikere ..	23th August 1923.	
Jajur ..	Do ..	....			
Bendekere ..	Do ..	....			
Nagapuri ..	Do ..	....	Aggunda ..	27th do	

Terms of sale.

As regards terms of sales, attention is invited to the notifications dated 12th May 1923 and 28th April 1923, in respect of timber and grazing rights respectively, which will be read out at the time of sale. For the collection right of the Minor Forest produce *vide* notification published in the *Mysore Gazette*, Part VI, pages 454 to 457, dated 19th July 1923.

Notification dated 10th August 1923.

It is hereby notified that the collection right of the Minor Forest Produce in the Belur and Channarayapatna Taluks for the year 1923-24 will be conducted by the District Forest Officer, Hassan, at Arsikere, on the 24th August 1923 along with that of the Arsikere Taluk.

L. P. MASCARENHAS,
District Forest Officer.

SHIMOGA DIVISION.

Dated 3rd August 1923.

It is hereby notified for general information that the sale for the collection of canes in the Forest of Agumbe Range, subject to the exercise of rights of villagers, will be sold by the undersigned at Megaravalli, on Monday the 17th September 1923.

The collection period shall extend till the end of June 1924.

The successful bidder shall, immediately after the sale, pay one-fourth of the sale amount and within a week after the intimation of confirmation of sale, full amount of sale. Failing which a re-sale will be held and the quarter deposit already paid forfeited and the original purchaser will be liable for any loss that may result to Government but will not participate in any profit that may result from such re-sale. If the deficit amount be not paid, it will be recovered as arrears of land revenue.

The sale is subject to the confirmation of the Conservator of Forests who does not bind himself to accept the bid or to assign any reason for the rejection of the same.

The purchaser shall also pay one anna per rupee as local cess and three pies as railway cess in addition to sale amount.

The successful bidder shall appear within a fortnight from the date of communication of sale before the Range Officer, Agumbe, and enter into an agreement in an eight annas paper binding himself to observe the conditions specified below and at the same time to deposit Rs. 100 (one hundred only) for the due fulfilment of the sale conditions.

CONDITIONS.

1. Canes should be extracted without injuring the roots of the clump. Tender ones should under no circumstances be extracted.

2. At least three shoots in a clump should be left untouched.

3. The lessee or his agents or servants shall not injure any trees or other forest produce while collection of canes.

4. The lessee shall be held responsible for any damaging acts of his agents or servants during the collection of canes.

5. The lessee shall not sub-let the contract without permission from the District Forest Officer.